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Attorneys for United States of America

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
OAKLAND DIVISION

UNITED STATES OF AMERICA,	)	<b>CASE NO. CV 17-03740 KAW</b>
Plaintiff,	)	
v.	)	<b>SETTLEMENT AGREEMENT, [PROPOSED]</b>
	)	<b>JUDGMENT OF FORFEITURE, AND</b>
	)	<b>DISMISSAL OF ACTION WITH PREJUDICE</b>
APPROXIMATELY \$38,500 IN UNITED	)	
STATES CURRENCY,	)	
Defendant.	)	
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CHRISTIAN BEDOYA,	)	
Claimant.	)	
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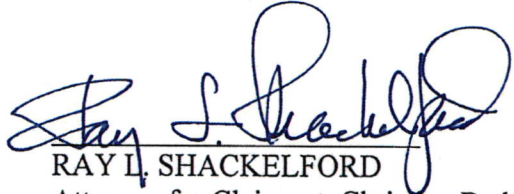
As set forth in the attached settlement agreement, plaintiff United States of America and claimant Christian Bedoya have entered into a settlement agreement, whereby the government agrees to return to the claimant \$21,750.00 of the defendant currency, and the claimant agrees to the judicial forfeiture of \$16,750.00 of the defendant currency.

Accordingly, based on the terms and conditions in the settlement agreement entered into between the United States and the claimant, the parties agree that, subject to the Court's approval, the proposed Judgment of Forfeiture that is submitted below be entered, and that the action be dismissed with

1 prejudice.

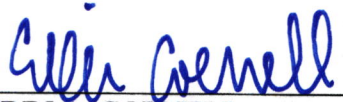
2 SO STIPULATED, AGREED, AND RESPECTFULLY REQUESTED:

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4 DATED: September 17, 2018

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RAY L. SHACKELFORD  
Attorney for Claimant, Christian Bedoya

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9 DATED: Sept 18, 2018

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United States Attorney


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ERIN A. CORNELL  
Assistant United States Attorney

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15 **PROPOSED JUDGMENT OF FORFEITURE**

16 Upon consideration of the settlement agreement and the record, and for good cause shown, it is by  
17 the Court on this \_\_\_\_ day of September, 2018,

18 ORDERED, ADJUDGED AND DECREED that \$16,750.00 of the defendant currency by, and  
19 hereby is, FORFEITED to the United States for disposition by the Attorney General in accordance with  
20 law; and it is further ordered that the action be, and hereby is, dismissed with prejudice.

21 DATED: 9/20/18

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23   
HONORABLE KANDIS A. WESTMORE  
United States Magistrate Judge



## SETTLEMENT AGREEMENT

### In re Seizure of \$38,500 in U.S. Currency

Asset ID No. 17-DEA-626847

Case No. R3-17-0016

In order to resolve this case without the expense of litigation, and in full and final settlement of all civil claims and disputes arising from and related to the civil forfeiture of the defendant currency listed above, the United States of America ("United States") and potential claimant Christian Bedoya, DOB 07/23/1984 ("Claimant") hereby agree as follows:

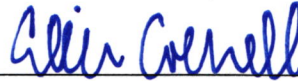
1. Claimant asserts that he is the sole owner and sole claimant to the \$38,500.00 in U.S. Currency seized from him at the San Francisco International Airport by agents of the Drug Enforcement Agency on or about November 2, 2016 (the "defendant currency").
2. Claimant agrees that he has had the opportunity to consult with his attorney, that he has carefully read this agreement and discussed it with his attorney, and that he fully understands the scope and effect of the provisions of this settlement agreement. Claimant further agrees that he has discussed with his attorney the Debt Collection Improvement Act of 1996 ("DCIA"), 31 U.S.C. § 3716, and understands its implications.
3. The parties each agree that the United States will return a total of \$21,750.00 of the defendant currency to Claimant. The return of a total of \$21,750.00 (and all interest accrued thereon, subject to any delinquent debts owed to any federal, state, or local agencies) shall be in full settlement and satisfaction of any and all claims to the defendant currency by Claimant, his heirs, representatives, and assignees. Claimant, his heirs, representatives, and assignees shall hold harmless the United States, and any and all agents, officers, representatives, and employees of the same, and including all federal, state, and local enforcement officers, for any and all acts directly or indirectly related to the seizure and forfeiture of the defendant currency.
4. Claimant does not contest that the remainder of the defendant currency (\$16,750.00, plus all interest accrued on that amount, hereafter the "remaining currency") is subject to forfeiture pursuant to Title 21, United States Code, Section 881(a)(6). Claimant withdraws any administrative claims to the remaining currency and consents to the forfeiture of the remaining currency to the United States (including by administrative or judicial, civil or criminal forfeiture) without further notice to him. Claimant further relinquishes all rights, title, and interest in the remaining currency and agrees that the remaining currency shall be forfeited to the United States and disposed of according to law by the United States. Claimant agrees not to make any further claim or request of any kind to the remaining currency. Claimant also agrees not to assist any other individual or entity in any effort to contest this forfeiture nor to

allow a request of any kind on his behalf to any or all of the remaining currency. Claimant further waives any and all constitutional and statutory challenges in any form (including by direct appeal, habeas corpus, or any other means) to any forfeiture carried out in accordance with this Agreement, including waiving any claim that the forfeiture constitutes an excessive fine or punishment and waiving any claim based upon a statute of limitations or upon due process. Nothing in this agreement constitutes admission of any fact or wrongdoing by the Claimant.

5. Each party shall pay its own attorney fees and costs.
6. The signatures below signify that party's understanding of and agreement to all of the above terms.

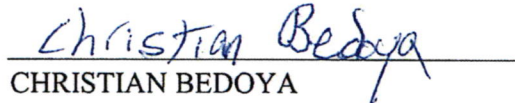
Dated: Sept 18, 2018

ALEX G. TSE  
United States Attorney  
Northern District of California




ERIN A. CORNELL  
Assistant United States Attorney

Dated: 9/17/2018



CHRISTIAN BEDOYA  
Claimant

Dated: Sept. 17, 2018



RAY L. SHACKELFORD  
Attorney for Claimant Christian Bedoya